

was also under the consideration of the Court of Appeals of this state in the case of *Kennedy v. The Baltimore Insurance Company*. (d) With the conclusion drawn by the Supreme Court of the United States, in delivering their opinion of the extent to which corporate bodies are bound by contracts not under the corporate seal, I concur, as well as with the position taken by the Court of Appeals of this state.

In the first case, after reviewing the authorities the conclusion the court arrives at is, 'it would seem to be a sound rule of law, that, whenever a corporation is acting within the scope of the legitimate purposes of its institution, all parol contracts, made by its authorized agents, are express promises of the corporation; and all duties imposed on them by law, and all benefits conferred at their request raise implied promises, for the enforcement of which an action may well lie.' In the opinion of the Court of Appeals it is laid down; 'the position is not to be controverted that, generally, a corporate body cannot act, but by its seal; but this position cannot be extended so far as to prevent their liability from the nature of the institution; or for acts done necessarily and incidentally arising from an authority delegated by such body to their agent legally appointed.'

In the case before the Supreme Court of the United States, the plaintiff's claim arose for work done on the banking-house itself, in virtue of an engagement made by the plaintiff with an acknowledged duly authorized committee of the corporation. The work done was necessary for carrying on the affairs of the body politic; and the work having been done, the demand of the plaintiff against the Bank, thus founded, was sustained. The cause before the Supreme Court of Maryland, was to recover money received by the agent of the corporation, in the ordinary and usual course of his agency; which money was adjudged to be due to the plaintiff. The agent was duly authorized, and acting in the ordinary course of his business. How different are these causes from the one now under consideration!

At the time when the judgment in this case was entered the bill alleges, that the manufactories were carried on by the company yielding such great profits, that the debt of *Robert and John Oliver*, supposing it to be really due, must have been satisfied before the time would have arrived for rendering judgment in the regular